

## MEMORANDUM OF UNDERSTANDING

The Office of the State Public Defender intends to provide public defender services by contracting with those various private practitioners who have provided a summary of their education and experience to the State Office of Public Defender (OPD).

The undersigned attorney acknowledges that he/she has read the Standards of Counsel Representing Individuals Pursuant to the Montana Public Defender Act (currently posted on the OPD website) and that he/she will abide by said Standards.

The undersigned submits that he/she is qualified to provide effective assistance of counsel in the following cases:

1. Type of case. (Please **initial** one or more)

Felony \_\_\_\_\_

Misdemeanor \_\_\_\_\_

Post-Conviction Proceeding \_\_\_\_\_

Child Abuse and Neglect \_\_\_\_\_

Involuntary Commitment:

Mental \_\_\_\_\_

Adult \_\_\_\_\_

Minor \_\_\_\_\_

DD \_\_\_\_\_

Alcohol \_\_\_\_\_

Youth Court \_\_\_\_\_

Guardianship/ Conservatorship Proceeding \_\_\_\_\_

2. County. (Please indicate one or more)

District Court \_\_\_\_\_

Specify County or Counties:

Justice Court \_\_\_\_\_

\_\_\_\_\_

3. City. (Please indicate one or more)

Municipal Court \_\_\_\_\_

Specify City or Cities:

City Court \_\_\_\_\_

\_\_\_\_\_

It is understood and agreed between the undersigned and OPD that OPD is not obligated to assign any specific number of cases to the undersigned, nor is the undersigned obligated to accept any case offered for assignment. Cases will be assigned by your Regional Deputy Public Defender (RDPD) in accordance with your qualifications as outlined above and the quality of work performed. Your RDPD shall supervise and evaluate the performance of your service, as well as monitor your caseload. The type and number of cases assigned to you will be determined by your qualifications as set forth above, your performance and by your overall caseload which shall include the amount of private practice engaged in outside this agreement. Your RDPD shall establish a reporting protocol on all

cases assigned and by signing this Memorandum you are agreeing to abide by said protocol.

It is understood and agreed that in cases involving conflicts, the RDPD will advise the Conflict Coordinator (CC) who will assign conflict cases. Said assignments will be made from the same pool of attorneys who have signed this agreement. The CC shall assign, supervise, evaluate, and monitor those conflict cases in the same manner as the RDPD.

It is understood that OPD has full time support services available, such as paralegal and investigator services, and it is agreed by the undersigned that he/she will have access to the same and will use the same whenever practical and possible.

It is understood and agreed that the undersigned shall provide public defender services at the rate of \$60.00 per hour for attorney work time and travel. Additionally, said attorney shall be entitled to claim mileage for services rendered outside a fifteen (15) mile radius of their principal place of business. The undersigned shall also be entitled to claim the sum of \$25.00 per month as a stipend to help defray office costs. OPD will not be responsible for payment of any office costs, i.e., telephone, copying, fax or postage expenses over the aforementioned stipend unless pre-approved by the RDPD or CC. It is further understood and agreed that all costs exceeding \$100.00, i.e., experts, witnesses, transcripts, etc. **must** be pre-approved by the RDPD or CC. All pre-approved contracted professional services must be invoiced by said professional directly to OPD.

It is understood and agreed that commencing on July 1, 2006 OPD will pay for all public defender services rendered on and after that date. It is further understood and agreed that the undersigned shall submit an itemized claim on the Contracted Attorney Claim form provided by OPD. This form and accompanying instructions are posted to OPD's web site at [www.publicdefender.mt.gov](http://www.publicdefender.mt.gov). Hourly rates shall be broken down into units of 1/10<sup>th</sup>/hr. Each form **must** contain the case number as **assigned** by OPD. Said form shall be supported with daily case logs and submitted to your RDPD for review, who shall within five (5) days review and forward the claim to the State Office. The State Office will review, approve and pay said claim within thirty (30) days of receipt of the same. It is understood that payment may be delayed if the claims are returned for corrections, clarification or for failure to include the **assigned** case number. Claims for attorney services rendered in conflict cases must be submitted to the CC who will review and forward to the State Office for payment as set forth above.

This agreement shall be for a term of one (1) year. Upon the termination of said term, this agreement may be modified or extended for a like period by agreement, or terminated by either party here

Finally, it is understood and agreed that this Memorandum of Understanding may be terminated by OPD if it is determined that the undersigned is not providing effective assistance of counsel or that claims billed by the undersigned are consistently not in conformity with other providers.

My signature below indicates my acceptance of the above stated terms

and conditions.

\_\_\_\_\_  
Name (Please Print

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Lawrence A. Murphy  
Contract Manager

\_\_\_\_\_  
Date